

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973  
\_\_\_\_\_  
(202) 393-2266  
FAX (202) 393-2156

RECORDATION NO.

AUG 27 '97

FILED

12-06 PM

OF COUNSEL  
URBAN A. LESTER

August 27, 1997

*Qwz.*  
Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

AUG 27 12 06 PM '97

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Assignment and Assumption Agreement, dated as of August 27, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Lease Agreement previously filed with the Board under Recordation Number 20762.

The names and addresses of the parties to the enclosed document are:

Assignor: Greenbrier Leasing Corporation  
One Centerpointe Drive, Suite 200  
Lake Oswego, Oregon 97035

Assignee: Bombardier Finance Inc.  
308 12<sup>th</sup> Avenue South  
Buffalo, Minnesota 55313

A description of the railroad equipment covered by the enclosed document is:

300 hopper railcars bearing reporting marks and road numbers  
CN 389000 through CN 389229, inclusive.

Mr. Vernon A. Williams  
August 27, 1997  
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

AUG 27 '97

12-06 PM

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of August 27, 1997, by BOMBARDIER FINANCE INC (the "Assignee") and GREENBRIER LEASING CORPORATION (the "Assignor").

WHEREAS, Assignor leases 300 Trenton Works-built 5250 Cubic Foot Covered Hopper Railcars with car numbers CN389000 through 389299, inclusive (the "Equipment") to the Canadian National Railway Company pursuant to a Master Lease Agreement, dated as of April 1, 1997 (the "Lease"), a copy of which is attached hereto, as Exhibit A; and

WHEREAS, the Equipment is owned by Trenton Works Limited, an affiliate of Assignor's; and,

WHEREAS, pursuant to a certain Purchase and Sale Agreement (the "Purchase Agreement") of even date herewith, between Trenton Works Limited and Assignee, Trenton Works Limited has agreed to sell and Assignee has agreed to purchase the Equipment, subject to Assignor's agreement to assign the Lease to Assignee, pursuant to the terms of this Assignment Agreement.

WHEREAS, Assignor desires Assignee to purchase the Equipment from Trenton Works Limited and is willing to enter into this Assignment Agreement and assign the Lease to Assignee in order to induce Assignee to purchase the Equipment from Trenton Works Limited.

NOW, THEREFORE, in consideration of the promises herein made and subject to the terms and conditions herein set forth, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Lease with respect to periods on and after the date of execution and delivery of this Agreement.
2. Assumption. Assignee hereby accepts the foregoing assignment, and with respect to periods on and after the execution and delivery of this Assignment Agreement, for the benefit of Assignor and each of the other parties having interests in the Lease, hereby consents that it shall be a party to the Lease, and Assignee hereby assumes all of Assignor's Obligations under the Lease and agrees, to such extent, to be bound by all of the terms of the Lease.
3. Representations And Warranties Of Assignor. Assignor hereby represents and warrants to Purchaser the following:
  - (a) Organization. Assignor is a corporation duly organized, and validly existing under the laws of the State of Delaware.
  - (b) Power and Authority. Assignor has full power and authority to execute, deliver, and perform this Agreement and the Assignment Agreement and

to own or lease its properties and to carry on its business as now conducted.

- (c) Due Authorization. This Agreement has been duly authorized, executed, and delivered by Assignor and constitutes a legal, valid, and binding obligation of Assignor, enforceable against it in accordance with its terms except as such enforcement may be limited by an applicable bankruptcy, insolvency, reorganization, or other laws of general applicability affecting creditors' rights generally or by general principles of equity. The Assignment Agreement has been duly authorized by Assignor, and, when executed and delivered, will constitute the legal, valid, and binding obligations of Assignor, enforceable against it in accordance with its terms except as such enforcement may be limited by any applicable bankruptcy, insolvency, reorganization, or other laws affecting creditors' rights generally or by general principles of equity.
- (d) No Consents or Filings. No authorization, consent, or approval of, notice to, or filing with any governmental authority, lender, or any other person or entity is required for the execution, delivery, or performance by Assignor of this Agreement.
- (e) Compliance With Instruments and Statutes. Neither the execution, delivery, or performance by Assignor of this Agreement or the Assignment Agreement, nor compliance with the terms and provisions hereof or thereof, conflicts or will conflict with or will result in a breach or violation of any of the terms, conditions, or provisions of any law, governmental rule, or regulation then in effect or the articles of incorporation or bylaws of Assignor or any order, writ, injunction, or decree of any court or governmental authority against Assignor or by which it or any of its properties is bound, or constitutes, or will constitute a default thereunder or will result in the imposition of any lien upon the Assets.
- (f) Lease Ownership. Assignor is the owner of the Lease and has good and marketable title thereto, free and clear of all liens or interest of others, other than those which Lessee is obligated to discharge under the terms of the Lease.
- (g) Concerning the Lease. To the best of Assignor's knowledge the Lease is properly executed by CN and is legally valid and enforceable against such Lessee in accordance with its terms. The Lease has not been satisfied, subordinated or rescinded, in whole or in part, and none of the Equipment subject to the Lease has been released from the Lease. No event of default has occurred and is continuing under the Lease, no event has occurred which with the lapse of time or giving of notice or both would constitute an event of default under a Lease, nor has any such event been waived by Assignor and the lessee has not asserted, nor does the lessee have any

basis to assert, any defense, right of rescission, counterclaim or set off to its obligations under a Lease.

- (h) Brokers. Assignor has not retained or used any broker, finder, or similar in connection with the negotiations relating to this Agreement and the transactions contemplated herein.

4. Allocation of Rents and Expenses. Settlement of all outstanding revenues (such as rentals and mileages) and all expenses (such as, maintenance and repair expenses and taxes) and any other revenues or expenses related to the Equipment and the Lease shall be made between Assignor and Assignee in a timely fashion as follows:

(a) Assignor shall be responsible for and shall pay all expenses relating to the Equipment or Lease periods prior to the Closing Date and shall reimburse Assignee for any of such expenses which may be charged to or offset against Assignee. Assignee shall be responsible for and shall pay all expenses relating to the Equipment or Lease periods on or after the Closing Date and shall reimburse Assignor for any of such expenses which may be charged to or offset against Assignor.

(b) Assignor shall be entitled to all revenues relating to the Equipment or Lease periods prior to the Closing Date and shall pay to Assignee any revenues relating to the Equipment or Lease periods on or after the Closing Date which may be received by Assignor. Assignee shall be entitled to all revenues earned on or after the Closing Date and shall pay to Assignee any revenues relating to the Equipment or Leases attributable to periods before the Closing Date which may be received by Assignee.

5. Notices. Any notice, request, or other communication required or provided by this Agreement shall be given in writing and be personally delivered, mailed by registered or certified mail, or given by telex, telegram, or facsimile transmission confirmed by mail, addressed to:

If to Assignee:     Bombardier Finance Inc.  
                          c/o NorRail, Inc.  
                          308 12th Avenue South  
                          Buffalo, MN 55313  
                          Attention: Russ Adams, Vice President  
                          Telecopy: 612-682-2452

If to Assignor: Greenbrier Leasing Corporation  
One Centerpointe Drive, Suite 200  
Lake Oswego, Oregon 97055  
Attention: Norriss Webb, Executive Vice President  
Telecopy 503-684-7553

6. General Indemnity. Assignor shall indemnify and hold Assignee harmless from any and all claims, liabilities, damages, costs, or expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by or asserted against Assignee with respect to the Lease in its status as lessor or owner, arising out of events occurring prior to the execution and delivery of this Assignment Agreement. Assignee shall indemnify and hold Assignor harmless from any and all claims, liabilities, damages, costs, or expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by or asserted against Assignor with respect to the Lease arising out of events occurring on or after the execution and delivery of this Assignment Agreement; except for any claims, liabilities, damages or costs arising out of the acts of Trenton Works Limited.

7. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Successors and Assigns. The terms of this Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.

9. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

10. Further Assurances. Each party agrees that from time to time after the date hereof it shall execute and deliver, or cause to be executed and delivered, such instruments, documents, and papers, and take all such further action, as may be reasonably required in order to consummate more effectively the purposes of this Assignment Agreement and to implement the transactions contemplated hereby. Assignor covenants and agrees to cooperate with Assignee in connection with any litigation arising with respect to the Equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered on the day and year first above written.

ASSIGNOR:

**GREENBRIER LEASING CORPORATION**

By

Worries M. Webb

Its

Executive Vice President

ASSIGNEE:

**BOMBARDIER FINANCE INC..**

By

\_\_\_\_\_

Its

\_\_\_\_\_

By

\_\_\_\_\_

Its

\_\_\_\_\_

STATE OF VERMONT, COUNTY OF \_\_\_\_\_, TO WIT:

On this \_\_\_\_ day of August, 1997, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, says that they are the \_\_\_\_\_ and \_\_\_\_\_ of Bombardier Finance, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Witness my hand  
and Official Seal:

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

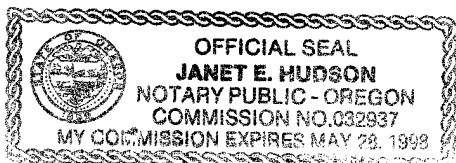
STATE OF OREGON, COUNTY OF CLACKAMAS TO WIT:

On this 25<sup>th</sup> day of August, 1997, before me personally appeared Norriss Webb to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation, an <sup>Delaware</sup> ~~Oregon~~ corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Witness my hand  
and Official Seal:

Janet E. Hudson  
Notary Public

My Commission expires: 5/28/98





IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered on the day and year first above written.

ASSIGNOR:

**GREENBRIER LEASING CORPORATION**

By \_\_\_\_\_

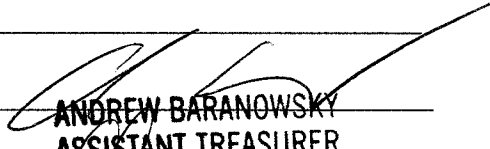
Its \_\_\_\_\_

ASSIGNEE:

**BOMBARDIER FINANCE INC.**

By \_\_\_\_\_

Its \_\_\_\_\_

  
**ANDREW BARANOWSKY**  
**ASSISTANT TREASURER**

By \_\_\_\_\_

Its \_\_\_\_\_

  
**JAMES DOLAN**  
**ASSISTANT TREASURER**

STATE OF VERMONT, COUNTY OF Chittenden TO WIT:

On this 22 day of August, 1997, before me personally appeared James Dolan and Andrew Baranovsky to me personally known, who being by me duly sworn, says that they are the Asst. Treasurer and Asst. Treasurer of Bombardier Finance, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Witness my hand  
and Official Seal:

Joe LaGrange  
Notary Public

My Commission expires: 2/10/99

STATE OF OREGON, COUNTY OF CLACKAMAS TO WIT:

On this \_\_\_\_ day of August, 1997, before me personally appeared Norriss Webb to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation, an Oregon corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Witness my hand  
and Official Seal:

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_